

### **Availability of Funds**

The Parties acknowledge that the payments/reimbursements/honoraria or other forms of compensation due under any agreement between them are contingent on the availability of funds to the Library of Michigan (LM), by LM's funding sources, *e.g.*, legislative appropriations, grant funds, *etc.* The Parties agree that if funds become unavailable or are reduced during the term of the agreement, LM has no duty to pay any amount due. Further, LM may reduce the amount of the consideration or terminate the agreement if funds are withdrawn or reduced by the Legislature, executive branch allocation agencies, *e.g.*, DMB, or grant providers.

### **Indemnification**

The speaker will indemnify and hold harmless LM, the Department of History, Arts and Libraries (HAL or the Department), the State of Michigan, and their officers, employees and agents, from and against any and all lawsuits, liabilities, damages, and claims, or other proceedings that are brought by any third party arising from the acts or omissions of the speaker in connection with the agreement. Further, LM is not liable to the speaker, nor to any individual or entity with whom the speaker contracts, for any direct, indirect, incidental, consequential or other damages or losses sustained or incurred as a result of activities, actions or inactions on the part of the speaker undertaken in connection with the agreement, or from termination of the agreement for any reason under any section. The speaker is solely liable for any liability resulting from the services furnished by the speaker in furtherance of the agreement.

### **Governing Law**

The agreement is governed by and must be construed under the laws of the State of Michigan. A court of competent jurisdiction in Michigan shall resolve any dispute arising from the agreement, which cannot be resolved by the Parties.

### **Fair Labor Standards**

LM may immediately terminate an agreement if the name of the speaker or any contractor, manufacturer or supplier of the speaker appears in the register compiled by the Michigan Department of Energy, Labor and Economic Growth, or any successor agency, pursuant to 1980 PA 278, MCL 423.321 *et seq.*

### **Equal Opportunity and Other Non-Discrimination**

The speaker agrees to comply with all federal and state statutes and other laws relating to equal opportunity and non-discrimination in employment and access to public services, including but are not limited to the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*; Title VI of the Civil Rights Act of 1964; Section 504 of the

Rehabilitation Act of 1973, 29 USC 794; the Age Discrimination Act of 1975, 42 USC 6101-6107; and the Americans with Disabilities Act of 1990, 42 USC 12101 *et seq.*

### **Debarment and Suspension**

The speaker assures that transactions for the fulfillment of the agreement will not knowingly be made with any party which has been debarred or suspended from receiving federal financial assistance under federal programs and activities or who has been debarred from business with the State of Michigan under Executive Order No. 2003-2.

### **Other Certifications**

The speaker certifies, by signature to the agreement, that neither he/she/it nor any of his/hers/its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the grant by any federal or state department or agency. If the speaker is unable to certify to any portion of this statement, the speaker shall attach to the agreement an explanation of the reason.

### **Release**

Any speaker that furnishes any type of presentation gives LM and the Department the equal, undivided and absolute right and permission to use, or publicly display in perpetuity, any recordings in all manners and modes of broadcast, transmission, communication, display, and production known or later known.

Any speaker that furnishes any type of presentation warrants that he/she/they is/are under no restriction or prohibition whether contractual or otherwise, with respect to his/her/their right to grant all of the above described rights to LM and the Department and further warrants that no prior obligations, contracts or agreements of any kind undertaken previously or subsequently shall interfere with the rights granted to LM and the Department. Any speaker that furnishes any type of presentation warrants that his/her/their contributions do not infringe upon the rights of any third party, *e.g.*, copyrights, license agreements, *etc.*

### **Severability**

If any term, section, or other provision of an agreement (or any amendment to an agreement) that contains the terms described herein, is held invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the provision will be severed from the agreement and the remaining provisions of the agreement will continue in full force and effect as if the agreement never contained the severed provision.

THE SPEAKER ACKNOWLEDGES THAT HE/SHE/THEY HAVE CAREFULLY READ AND VOLUNTARILY SIGNED THE AGREEMENT UNDER WHICH THE TERMS FURNISHED HEREIN ARE INCORPORATED BY REFERENCE AND FULLY AND COMPLETELY UNDERSTAND ALL TERMS OF THE AGREEMENT.

